

Iowa/Wisconsin Reciprocity Agreement

THIS RECIPROCITY AGREEMENT for Commercial Driver License (CDL) exception for operators of farm vehicles is entered into by the Iowa Department of Transportation (hereinafter "IDOT") and the Wisconsin Department of Transportation (hereinafter "WISDOT").

WHEREAS, the Commercial Motor Vehicle Safety Act of 1986, Public Law 99-570 (49 United States Code Chapter 311), requires any person who operates a vehicle in commerce designed to transport 16 passengers or more (including the driver) or property: with a gross vehicle weight rating of at least 26,001 pounds, or a lesser gross vehicle weight, if prescribed by the Federal Motor Carrier Safety Administration in an administrative rule; or used to transport hazardous material to obtain a commercial driver's license; and

WHEREAS, in its administrative rules implementing the Commercial Motor Vehicle Safety Act of 1986, the Federal Motor Carrier Safety Administration has authorized states to exempt certain drivers, including operators of farm vehicles, from the commercial driver's license requirements pursuant to Title 49, Code of Federal Regulations § 383.3(d); and

WHEREAS, operating under the authority granted by 49 CFR 383.3(d), the Iowa and Wisconsin legislatures have enacted laws exempting operators of farm vehicles from the commercial driver's license requirement; and

WHEREAS, Iowa Code 321.176A(1)

WHEREAS, Wisconsin Statute § 343.055(1)(c) exempts qualified, licensed farm drivers from commercial driver licensing requirements for qualified operations within 150 miles of the farm, but is not limited to Wisconsin farms or Wisconsin-licensed drivers; and

WHEREAS, 49 CFR § 383.3(d) limits the use of a farm vehicle exemption to the driver's home state, unless the home state has entered into a reciprocity agreement with adjoining states; and

WHEREAS, the IDOT and the WISDOT, authorized by Wis. Stat. § 84.01(2), wish to enter into a reciprocity agreement to allow operators of farm vehicles licensed in either Iowa or Wisconsin to be exempt from the commercial driver's license requirement when such operators are operating farm vehicles in the other participating state, provided such operation is consistent with the exemption in 49 CFR § 383.3(d) and each state's respective state law on farm vehicle exemptions to the commercial driver's license requirement; and

WHEREAS, an agreement is necessary to document the rights and responsibilities of the IDOT and the WISDOT regarding this reciprocity agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) DURATION OF RECIPROCITY AGREEMENT: This reciprocity agreement shall be in effect commencing on the date the reciprocity agreement is last executed by both the IDOT and the WISDOT and shall continue until one of the parties terminates the agreement, as described in paragraph (4) below, or a statutory change becomes effective that prohibits the use of reciprocity agreements to the extend commercial driver's license exemptions to adjoining state, or a law, regulation or policy of either party that conflicts with the intent of this reciprocity agreement.

(2) OBLIGATIONS OF PARTIES: The IDOT and the WISDOT agree that any driver from either Iowa or Wisconsin who possesses a valid non-commercial driver's license may operate a farm vehicle within either state if the farm vehicle:

(A) Is properly operated as a farm vehicle under the laws of either state;

(B) Is controlled and operated by a farmer, including operation by his or her employees or family members, so long as the operator holds a valid driver's license in either state;

(C) Is used exclusively to transport either agricultural products, farm machinery, farm supplies, or both to or from the farmer's farm;

(D) Is not used in the operations of a common or contract carrier; and

(E) Is only used within 150 miles of the farmer's farm.

(3) COOPERATION AND DISCLOSURE OF INFORMATION: The parties agree to notify one another prior to promulgating any administrative rules regarding the terms of this reciprocity agreement or regarding the commercial driver's license exemption for operators of farm vehicles.

(4) TERMINATION: The parties each have the authority to terminate this reciprocity agreement at any time by providing the other party with written notice of termination. Should either party exercise its right to terminate the reciprocity agreement, termination will become effective 30 days after written notice is provided.

(5) SOLE BENEFIT: This reciprocity agreement is made for the sole benefit of the parties hereto and nothing in this reciprocity agreement shall be construed to give any rights or benefits to anyone other than the IDOT and WISDOT.

(6) AMENDMENTS: Any change in the reciprocity agreement, whether by modification or supplementation, must be accomplished by a formal amendment signed and approved by the duly authorized representatives of the IDOT and WISDOT.

(7) IDOT REPRESENTATIVE: The IDOT Office of Motor Vehicle Enforcement is designated as the IDOT representative for the purpose of administering the provisions of this reciprocity agreement. The IDOT representative may designate by written notice other persons having the authority to act on behalf of the IDOT in furtherance of performance of this reciprocity agreement.

(8) WISDOT REPRESENTATIVE: The WISDOT Administrator of the Division of Motor Vehicles is designated as the representative for the purpose of administering the provisions of this reciprocity agreement. The WISDOT representative may designate by written notice other persons having the authority to act on behalf of the WISDOT in furtherance of the performance of this reciprocity agreement.

(9) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in certified writing and shall be deemed given 3 days after delivery by United States certified mail, addressed as follows:

(A) To the IDOT

Chief, Office of Motor Vehicle Enforcement
6310 Southeast Convenience Blvd
Ankeny, IA 500211

FAX: (515) 237-3387

(B) To the WISDOT

Administrator, Division of Motor Vehicles
P.O. Box 7911, RM 255
Madison, WI 53707-7911

FAX: (608) 261-0136

(10) SECTION HEADINGS: All section headings contained in the reciprocity agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this reciprocity agreement.

(11) CONTRACT LANGUAGE: The language of this reciprocity agreement reflects negotiations between the IDOT and the WISDOT, each of which have had the opportunity to modify the text. In the event of the litigation or other dispute concerning the language of this reciprocity agreement, general rules construing ambiguities against the drafter shall not apply.

(12) AUTHORITY TO EXECUTE: The signers of this reciprocity agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this reciprocity agreement.

(13) ENTIRE AGREEMENT: This reciprocity agreement represents the entire understanding and agreement between the parties hereto regarding this subject and supersedes all prior understandings, communications and agreements, written or oral between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have entered into the Reciprocity Agreement on the date last written below:

Executed by WISDOT this 11th day of October, 2012.

WISCONSIN DEPARTMENT OF TRANSPORTATION

Executed by the IDOT this 30 day of July, 2012.

IOWA DEPARTMENT OF TRANSPORTATION

By [Signature]
Title Administrator, DMV
Wisconsin

By [Signature]
Title Director, Bureau of Field Services
Wisconsin

ATTEST:

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

By [Signature]
Title CHIEF Motor Vehicle Enforcement

Approved as to Form:

By [Signature]
Title Director, Office of Driver Services